

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: Marcie O. Nolan, Deputy Planning and Zoning Manager

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR FOR A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR AN AMENDED SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A REVISED FEE FOR REIMBURSABLE EXPENSES; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Town Council approved Resolution 2006-007 on January 4, 2006 entering into a contract with EDSA to provide a master plan for the Regional Activity Center (RAC). The project has been proceeding consistent with the Scope of Services and Town Council has approved completion of Phases I, II, and III. The original scope of services had a very aggressive schedule for completions. However, in light of the complexity of the process, additional Steering Committee meetings and Town Council workshops have been held. The consultant has requested, and the RAC Steering Committee voted to approve, an additional \$10,000 for reimbursable expenses. This figure is anticipated to cover the remainder of the reimbursable expenses for this project.

PREVIOUS ACTIONS: Town Council approved R#2006-7 on January 4, 2006 for the original Scope of Service contract with EDSA. Subsequently Town Council approved R#2006-155 on June 7, 2006 for Phase I and R#2006-335 on December 20, 2006 for Phases II and III of the RAC master plan. Subsequently the Town Council approved

Resolution 2007-053 for the additional services of an economic study and project management expenses related to the project.

CONCURRENCES: The RAC Steering Committee voted on September 6, 2007 to approve the additional \$10,000 in reimbursable expenses.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 10,000

Account Name: Contractual Services

What account will funds be appropriated from: 001-0403-515-0306

RECOMMENDATION(S): Staff recommends approval of the contract amendment.

Attachment(s): Resolution, Contract amendment

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR FOR A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR AN AMENDED SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A REVISED FEE FOR REIMBURSABLE EXPENSES; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie has designated a portion of the Town as a Regional Activity Center (RAC) land use category, and

WHEREAS, the Town has partnered with property owners within the RAC to coordinate the RAC master plan, and

WHEREAS, the Town issued a request for proposal for Master Planning services for the Regional Activity Center, and

WHEREAS, the Town selected the firm of Edward D. Stone and Associates (EDSA) and their team of sub-consultants to complete the RAC master plan study, and

WHEREAS, the Town and EDSA agree to the terms and conditions of the Professional Services Agreement and the Scope of Service, and

WHEREAS, the Town and EDSA, as provided for in the contract, wish to amend the contract and provide for additional services, and

WHEREAS, the Town has determined there is a need for additional reimbursable expenses due to the extended timeframe of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an amended Professional Services Agreement, attached hereto as "Second Amendment to the Professional Services Agreement", between EDSA, Inc. and the Town of Davie for the completion of a subject to the terms and conditions of said Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____,
2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2007.

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment to Professional Services Agreement (the "**SECOND AMENDMENT**") is made this _____ day of _____, 2007, by and between the **TOWN OF DAVIE**, a municipal corporation organized under the laws of the State of Florida (the "**TOWN**"), and **EDWARD D. STONE, JR. AND ASSOCIATES, INC.**, a Florida corporation, ("**CONSULTANT**").

WHEREAS, on January 4, 2006, the TOWN and the CONSULTANT entered into a Professional Services Agreement (the "Agreement") for Master Planning Services for the Regional Activity Center for the Town (the "Project"); and

WHEREAS, on _____, the TOWN and the CONSULTANT entered into an Amendment to the Agreement (the "Amendment") to provide certain amendments to the original scope of services, including the preparation of an economic impact assessment; and

WHEREAS, the TOWN and the CONSULTANT desire to further amend the Agreement to increase the reimbursable expenses to be paid to the Consultant to allow Consultant to pay reimbursable expenses in connection with the economic impact assessment services performed by Economic Research Associates (ERA);

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONSULTANT agree as follows:

ARTICLE 1

Recitals

The foregoing recitations are true and correct and are hereby incorporated herein by reference.

ARTICLE 2

Compensation

Article 3, Section 3.3 of the Agreement, titled Reimbursable Expenses, is hereby amended to read as follows:

...

3.3 Reimbursable Expenses. The TOWN shall reimburse CONSULTANT at cost for all reasonable expenses incurred ("Reimbursable Expenses") to include the following and not to exceed ~~Fifteen Thousand Dollars (\$15,000)~~ Twenty Five Thousand Dollars (\$25,000). If reimbursable expenses exceed ~~Fifteen Thousand Dollars (\$15,000)~~ Twenty Five Thousand Dollars (\$25,000) the CONSULTANT shall obtain the prior written approval of the Town Council. The expenses are to be included in the overall fee for professional services as outlined in **Exhibit "C"**.

- (i) Reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
- (ii) Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
- (iii) Long-distance communications charges for telephone, fax, and computer modem;
- (iv) Commercial rentals, as required at the site of the Project, for supplies, equipment, workrooms, meeting rooms, and presentation rooms;
- (v) Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project.
- (vi) Travel and per diem expenses for ERA to be paid in accordance with the requirements of Section 112.061, Florida Statutes.

ARTICLE 3

Miscellaneous

- 3.1 All articles, sections, terms, conditions, and provisions contained in the Agreement and the Amendment shall remain in full force and effect and shall apply to this Second Amendment.
- 3.2 All representations made by either of the parties in connection with the Agreement and the Amendment are fully applicable to this Second Amendment and are deemed to be true in connection with the Second Amendment.
- 3.3 This Second Amendment represents the entire and integrated agreement between the TOWN and CONSULTANT and supersedes all prior negotiations, representations, or agreements whether written or oral. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Second Amendment that are not contained in this document. This Second Amendment may be amended only

by written instrument signed by the TOWN and CONSULTANT.

This Second Amendment is entered into as of the day and year first written above.

TOWN OF DAVIE

ATTEST:

By: _____
Tom Truex, Mayor

Russell Muniz
Town Clerk

EDWARD D. STONE AND
ASSOCIATES, INC.

By: _____
Name: Joseph J. Lalli, FASLA
Title: President/Managing Principal

